

2415793

Recorded 15 1971 at 3:13 PM  
Request of UC MORTGAGE AND TITLE COMPANY  
Fee Paid JETTERMAN BROTHERN  
300 Order, Salt Lake County, Utah  
By ERW Deputy  
Ref. \_\_\_\_\_

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS on the 10th day of September, 1971 there was recorded in the office of the County Recorder of Salt Lake County, Utah as entry No. 2408669, in book 2996, at page 487, a document entitled Declaration of Protective Covenants and Restrictions for Vineyard Glen, providing for the use and restrictions on use of the lots in said Vineyard Glen, a subdivision.

WHEREAS it is deemed necessary and for the best interests of the subdivision and the occupants thereof that said protective covenants be amended to correct paragraphs 2, 3, 4 and 5 of Part A, Residential Area Covenants.

NOW THEREFORE, the undersigned, Vineyard Glen No. 2 Ltd., a limited partnership, being the fee owner and all persons interested in said Vineyard Glen, a subdivision as recorded in Book JJ of plats, page 80, as entry No. 2404624, of the records of the office of the County Recorder of Salt Lake County, Utah, do hereby amend the Protective Covenants recorded in said Book 2996, Page 487, and hereinabove referred to as follows:

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee reserves the right to make any necessary adjustments as to building location and design on any lots that are considered to have a problem due to drainage or slope condition. Approval shall be as provided in part B.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$19,500.00, including the cost of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-store open porches and garages, shall be no less than 950 square feet.

4. BUILDING LOCATION. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. (b) No building shall be located nearer than 8 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. (c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70.0 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

EXCEPT as herein amended, all the Protective Covenants as set forth in said Book 2996, Page 487, are hereby confirmed and approved.

DATED this 15 day of October, 1971.

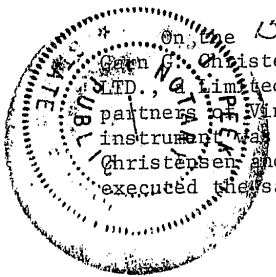
VINEYARD GLEN NO. 2 LTD., a Limited Partnership

BY: [Signature] BY: [Signature]

BOOK 3007 PAGE 609

1124341

STATE OF UTAH )  
 ) s.s.  
COUNTY OF SALT LAKE )



On the *15<sup>th</sup>* day of *October*, 1971, personally appeared before me *Garn G. Christensen* and Dan O. Christensen, partners of Vineyard Glen No. 2, LTD., a Limited Partnership, who being by me duly sworn did say that they are partners of Vineyard Glen No. 2, LTD., a Limited Partnership, and that said instrument was signed in behalf of said partnership, and said Garn G. Christensen and Dan O. Christensen, acknowledged to me that as partners executed the same in the name of the partnership

\_\_\_\_\_  
Notary

Residing in: Salt Lake City, Utah Commission expires: June 7, 1975